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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LARGE AUDIENCE DISPLAY
SYSTEMS, LLC

Plaintiff,

v.

TENNMAN PRODUCTIONS, LLC,
JUSTIN TIMBERLAKE,
LOS ANGELES LAKERS, INC.,
BRITNEY TOURING, INC.,
BRITNEY SPEARS,
STEVE DIXON and
MUSIC TOUR MANAGEMENT,
INC.,

Defendants.

Case No. CV 11-03398 AHM (RZx)

**[PROPOSED]
PROTECTIVE ORDER**

DENIED
BY ORDER OF THE COURT

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

BASED UPON THE STIPULATION OF THE PARTIES, AND GOOD CAUSE APPEARING, IT IS HEREBY ORDERED that any person or party subject to this Order – including without limitation the parties to this action, their representatives, experts and consultants, all third parties providing discovery in this action, and all other interested persons with actual or constructive notice of this Order – shall adhere to the following terms:

1. **Overview:** Any person or party subject to this Order who receives from any other person or party any information of any kind provided in the course of discovery in the action (hereinafter “Discovery Material”) that is designated as “Confidential” and/or “Highly Confidential/Attorneys’ Eyes Only” pursuant to the terms of this Order (hereinafter, the “Confidential Information” or “Confidential Discovery Material”) shall not disclose such Confidential Information to anyone

1 else except as expressly permitted hereunder.

2 2. **Material Designated As “Confidential”:** The person or party
3 disclosing or producing any given Discovery Material may designate as
4 “Confidential” such portion of such material as the person or party in good faith
5 believes includes information that is not available to the public and is confidential,
6 proprietary, commercially sensitive, or constitutes a trade secret. The parties, or
7 some of them, request protection of such information on the grounds that if
8 disclosed it could be harmful to the parties, or any of them, and that said
9 information, if disclosed, could be helpful to the competitors of the parties, or any
10 of them, and that said information therefore requires special protection from
11 disclosure pursuant to F.R.C.P. 26(c).

12 3. **Disclosure Of “Confidential” Materials:** No person or party subject
13 to the Order other than the producing person or party shall disclose any of the
14 Discovery Material designated by the producing person or party as “Confidential”
15 to any other person whomsoever, except to:

16 (a) the parties to this action and Protective Order, including their
17 employees and former employees;

18 (b) in-house (or corporate) legal counsel, and outside attorneys
19 retained specifically for this action, and fellow employees of each such attorneys’
20 law firms to whom it is reasonably necessary to disclose such Confidential
21 Discovery Material;

22 (c) its author, its addressee, and any other person indicated on the
23 face of the document as having received a copy;

24 (d) any employee, or former employee, of any sender or recipient of
25 the document (e.g. where a Purchase Order from Company A to Company B is
26 produced in litigation by Company A, said document may be disclosed to
27 employees of Company B under the terms of this Protective Order).

28 (e) any person retained by a party to serve as an expert witness or

1 otherwise providing specialized advice to counsel in connection with this action,
2 provided such person has first executed a Non-Disclosure Agreement in the form
3 annexed as Exhibit A hereto;

4 (f) stenographers engaged to transcribe depositions conducted in
5 this action and their support personnel;

6 (g) the Court and its support personnel;

7 (h) any mediator or settlement officer, whom the parties have elected
8 or consented to participate in the case; and

9 (i) as required by law or court order upon notice to the designating
10 party sufficiently in advance of such disclosure to permit it to seek a protective order.

11 4. **Material Designated As “Highly Confidential/Attorneys’ Eyes**
12 **Only”**: The person or party disclosing or producing any given Discovery Material
13 may designate as “Highly Confidential/Attorneys’ Eyes Only” such portion of such
14 material as the person or party in good faith believes contains especially sensitive
15 business, financial, or technical information. Such information may include sales
16 figures, customers lists, profit and loss calculations, sales projections, production
17 costs, marketing costs, overhead costs, business and marketing plans, research and
18 development information, and confidential nonpublic contracts. The parties, or
19 some of them, request protection of such information on the grounds that said
20 information is not ordinarily available to the public, that said information, if
21 disclosed, could be especially harmful to the parties, or any of them, and that said
22 information, if disclosed, could be helpful to the competitors of the parties, or any
23 of them, and that said information therefore requires special protection from
24 disclosure pursuant to F.R.C.P. 26(c).

25 5. **Disclosure Of “Highly Confidential/Attorneys’ Eyes Only”**
26 **Material**: No person or party subject to this Order other than the producing person
27 or party shall disclose any of the Discovery Material designated by the producing
28 person or party as “Highly Confidential/Attorneys’ Eyes Only” to any other person

1 whomsoever, except to:

2 a) outside attorneys retained specifically for this action, and fellow
3 employees and contract attorneys of each such attorneys' law firms to whom it is
4 reasonably necessary to disclose such Confidential Discovery Material;

5 b) one in-house counsel, to be designated by the receiving party,
6 which in-house counsel does not actively assist in patent prosecution;

7 c) outside experts and outside consultants (including their employees
8 or clerical assistants) who are employed, retained or otherwise consulted by a party or
9 its attorneys for the purpose of analyzing data, conducting studies or providing
10 opinions to assist, in any way, in this litigation and to whom it is reasonably
11 necessary to disclose such Confidential Discovery Material, provided such person has
12 first executed a Non-Disclosure Agreement in the form annexed as Exhibit A hereto;

13 d) the party producing said documents and persons affiliated with the
14 party producing said documents, including the producing party's employees and
15 former employees (provided such former employee has first executed a Non-
16 Disclosure Agreement in the form annexed as Exhibit A hereto), during the time they
17 are testifying in deposition or at trial, or in connection with written discovery
18 requests;

19 e) Any employee of any sender or recipient of the document (e.g.
20 where a Purchase Order from Company A to Company B is produced in litigation by
21 Company A, said document may be disclosed to employees or agents of Company B
22 under the terms of this Protective Order);

23 f) stenographers engaged to transcribe depositions conducted in this
24 action;

25 g) the Court and its support personnel;

26 h) any mediator or settlement officer, whom the parties have elected
27 or consented to participate in the case;

28 i) as required by law or court order upon notice to the designating

1 party sufficiently in advance of such disclosure to permit it to seek a protective order;
2 and/or

3 j) should any party produce any document or information designated
4 “Attorneys’ Eyes Only”, and should counsel for another party believe it necessary to
5 disclose any such document or information to persons not provided for above
6 (including, but not limited to relevant financial information of one or more
7 Defendants in connection with settlement discussions), counsel for that party shall
8 first seek permission from the producing party for such disclosure on a case-by-case
9 basis, and permission shall not be unreasonably withheld by the producing party
10 (provided the person to whom disclosure is proposed executes Exhibit A to this Order
11 prior to receiving any such information). Unless and until such a request is granted,
12 or it is otherwise directed by the Court, information designated “Attorneys’ Eyes
13 Only” will be disclosed only as provided for herein.

14 6. **Deposition Transcripts:** With respect to the “Confidential” or “Highly
15 Confidential/Attorneys’ Eyes Only” portion(s) of any Discovery material other than
16 deposition transcripts and exhibits, the producing person or party or that person’s or
17 party’s counsel may designate such portion(s) as “Confidential” or “Highly
18 Confidential /Attorneys’ Eyes Only” by stamping or otherwise clearly marking as
19 “Confidential” or “Highly Confidential/Attorneys’ Eyes Only” the protected
20 portion(s) in a manner that will not interfere with its legibility or audibility. With
21 respect to deposition transcripts and exhibits, a producing person or party or that
22 person or party’s counsel may indicate on the record that a question calls for
23 “Confidential” or “Highly Confidential/Attorneys’ Eyes Only”, in which case the
24 transcript of the designated testimony shall be bound in a separate volume and
25 marked “Confidential Information Governed by Protective Order” by the reporter. In
26 the case of depositions, if a party's or third party's counsel believes that the deposition
27 transcript or portions thereof, in addition to that indicated at the deposition to be
28 confidential, constitutes “Confidential” or “Highly Confidential/Attorneys’ Eyes

1 Only” material, said counsel shall designate in writing to the opposing party's counsel
2 within 45 days after the receipt of the transcript of the deposition, the specific pages
3 and lines constituting such material. Pending such notice, the parties shall not
4 disclose any information obtained during the deposition, whether designated
5 as “Confidential” or “Highly Confidential/Attorneys’ Eyes Only”, and shall treat the
6 deposition transcript as “Highly Confidential/Attorneys’ Eyes Only”.

7 **7. Documents Under Seal:** The designation of documents or information
8 as “Confidential” or “Highly Confidential/Attorneys’ Eyes Only” creates no
9 entitlement to file such documents or information under seal. Civil Local Rule 79-5
10 sets forth the procedures that must be followed and reflects the standards that will be
11 applied when a party seeks permission from the court to file materials under seal.

12 **8. Separate Non-Disclosure Agreements:** Prior to any disclosure of any
13 Confidential Discovery Material to any person referred to in paragraph 3a, 3b, 3e, 5a,
14 5b, and/or 5c above, such person shall be provided by counsel with a copy of this
15 Protective Order and shall sign a Non-Disclosure Agreement in the form reflected in
16 Exhibit A hereto. Said counsel shall retain each signed Non-Disclosure Agreement,
17 and upon request produce it to opposing counsel either prior to such person being
18 permitted to testify (at deposition or trial).

19 **9. Failure To Designate:** If at any time prior to the trial of this action, a
20 producing person or party realizes that some portion(s) of Discovery Material that
21 that person or party previously produced without limitation, or without adequate
22 limitation, should be designated as “Confidential” and/or “Highly Confidential
23 /Attorneys’ Eyes Only”, that person or party may so designate by so apprising all
24 parties in writing, and providing said parties with appropriately marked copies of said
25 Discovery Material, where possible, and such designated portion(s) of the Discovery
26 Material will thereafter be treated as “Confidential” and/or “Highly
27 Confidential/Attorneys’ Eyes Only” under the terms of this Order. Any disclosure
28 made before such designation as is provided for in this paragraph shall not be deemed

1 a violation of this Protective Order.

2 **10. Designations In Good Faith:** “Confidential” and/or “Highly
3 Confidential/Attorneys’ Eyes Only” material shall only include information which
4 the designating party in good faith believes will, if disclosed, have the effect of
5 causing harm to its competitive position. “Confidential” and/or “Highly
6 Confidential/Attorneys’ Eyes Only” material shall not include information that (a)
7 was, is or becomes public knowledge, not in violation of this Protective Order or any
8 other obligation of confidentiality, or (b) was or is acquired from a third party having
9 no direct or indirect obligation of confidentiality to the designating party.

10 **11. Objections To Designations:** Any party who either objects to any
11 designation of confidentiality, or who, by contrast, requests still further limits on
12 disclosure (such as in camera review in extraordinary circumstances), may at any
13 time prior to the trial of this action serve upon counsel for the designating person or
14 party a written notice stating with particularity the grounds of the objection or
15 request. If agreement cannot be reached promptly, counsel for the objecting party
16 may seek appropriate relief from the Court in accordance with Civil Local Rule 37
17 and the party asserting confidentiality shall have the burden of proving same. If a
18 party disagrees with or challenges the grounds or basis for the designation of any
19 document or information as Confidential Material, that party nevertheless shall treat
20 and protect such material as Confidential Material in accordance with this Protective
21 Order unless and until all involved parties shall have agreed in writing, or an order of
22 the Court shall have been entered, that provides that such challenged Confidential
23 Material may be used or disclosed in a manner different from that specified for
24 Confidential Material in this Protective Order.

25 **12. Use At Trial:** Documents designated “Confidential” and/or “Highly
26 Confidential/Attorneys’ Eyes Only” may be used by any party without limitation at
27 trial. However, any party who wishes to have such documents treated as
28 “Confidential” and/or “Highly Confidential/Attorneys’ Eyes Only” may renew their

1 request for confidentiality before the trial judge at the status conference, through a
2 motion *in limine* and/or as may be otherwise permitted by the court.

3 13. **Continuing Jurisdiction:** This Court shall retain jurisdiction over all
4 persons subject to this Order to the extent necessary to enforce any obligations arising
5 hereunder or to impose sanctions for any contempt thereof.

6 14. **Obligations Upon Termination Of Litigation:** This Protective Order
7 shall survive the termination of the litigation. Within 60 days of the final disposition
8 of this action, including all appeals, all Discovery Materials designated as
9 “Confidential,” and/or “Highly Confidential/Attorneys’ Eyes Only” and all copies
10 thereof, that have not been annotated, illuminated or otherwise “marked-up” shall be
11 promptly returned to the producing person or party (at the producing person’s
12 expense), if requested in writing by the producing party or shall be destroyed. All
13 documents marked “Confidential,” and/or “Highly Confidential/Attorneys’ Eyes
14 Only” that have been annotated, illuminated or otherwise “marked-up” shall not be
15 returned, but shall be destroyed.

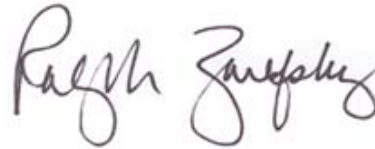
16 15. **Further Modifications:** Any party to this action, and any third party
17 producer may, at any time, request the modification of this Protective Order, upon a
18 noticed motion, unless emergency relief is appropriate, and upon a showing of good
19 cause.

20 **~~IT IS SO ORDERED.~~**
21

22
23 **The parties have submitted a statement establishing good cause; but**
24 **the particulars, for the most part, have not been incorporated into the above**
25 **order. The good cause statement identifies categories of financial, research, and**
26 **commercial information deserving of protection, but most of the kinds of**
27 **documents identified there are not referenced here, and of course it is the order,**
28

1 not the stipulation, that will provide the basis of any needed enforcement. The
2 parties may submit a revised order that specifies the kinds of documents that
3 will be governed by the order – beyond what the parties later may simply choose
4 to designate.
5

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7 Date: April 24, 2012



United States Magistrate Judge

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12 **EXHIBIT A**

13 **NON-DISCLOSURE AGREEMENT**

14 I understand that access to information designated as “Confidential” and
15 “Highly Confidential-Attorneys’ Eyes Only” is provided to me under the terms and
16 restrictions of a Protective Order. I have received a copy of the Protective Order,
17 have read it, and agree to be bound by its terms. I will not mention, disclose, or use
18 information designated as “Confidential” and “Highly Confidential-Attorneys’ Eyes
19 Only” that is provided to me in connection with this action except as permitted by the
20 Protective Order.
21

22 Dated: _____
23

24 Signature: _____
25

26 Print Name: _____
27
28

1 Title: _____

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3 Company: _____

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13 AGREED AND APPROVED AS TO SUBSTANCE AND FORM:

14
15 Dated: April 10, 2012

THE BURK LAW FIRM, P.C.
Michael G. Burk

17 By: /s/ Michael G. Burk
18 burk@burklaw.com

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25 LARGE AUDIENCE DISPLAY SYSTEMS, LLC
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27
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1 Dated: April 10, 2012

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11 SPEARS

12 Dated: April 10, 2012

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20 Dated: April 10, 2012

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